

# American Express® Corporate Card & Business Travel Account

# Product Description for the Group Travel Insurance

This product description is a translation of the product description in the Finnish language. If the versions should differ the Finnish version is the governing version. This product description is not an insurance contract; it merely provides a description of the terms and conditions for the Group Travel Insurance policy held by American Express Europe S.A, Suomen sivuliike. This product description includes information about the extent of coverage, essential limitations on coverage, and the Insured's obligations. The Group Travel Insurance numbers are 74FI-0165-08 (Section 1) and 69391 (Section 2). The policyholder is American Express Europe S.A, Suomen sivuliike (henceforth referred to as 'Policyholder'), and the insurers are Chubb European Group SE, branch in Finland (Section 1) and Europ Assistance S.A. Irish Branch (EAIB). (Section 2). Henceforth, both insurers shall be collectively referred to as 'Insurer'. The insured are American Express Corporate Card holders and their immediate family (specified in more detail in the section 'Insured' below), along with travellers whose travel is paid for through an American Express Travel Account.

# **GENERAL TERMS AND CONDITIONS FOR SECTIONS 1 AND 2**

The benefits described below are available to the Insured, provided that the terms of insurance described here have been met and instructions followed. The scope of the insurance may be changed by a mutual decision of the Insurer and Policyholder. The termination of the insurance is equated with changing the insurance terms. The Insurer or Policyholder shall inform the Cardholder of changes in accordance with the general exclusions indicated below.

#### Insured:

- 1. The holder of a valid American Express Corporate Card or a traveller whose 75 % of travel is paid for through an American Express Travel Account.
- 2. The Cardholder's spouse/cohabitant. 'Spouse' also refers to the other party in a registered partnership. A cohabitant in this context is someone who cohabits with the Cardholder and is registered at the same address.
- 3. The Cardholder's children under the age of 23 living at home. Spouses/cohabitants and children are also insured when travelling on their own, provided that the other terms of the group insurance are met.

# Requirements for the validity of the insurance:

The insurance covers only valid American Express Corporate Cards and Travel Accounts. The insurance no longer applies if the American Express Corporate Card or Travel Account has been terminated. In addition, in order for the insurance to apply, 75% of the Insured's travel must be paid for through an American Express Corporate Card or Travel Account. Journeys must be made by public transport – that is, means of transport that are licensed to carry fare-paying passengers by air, land, or sea.

# **SECTION 1**

# Validity of insurance during the time of travel

For air travel, the insurance becomes valid when

- 1) the Insured leaves his/her residence or place of regular employment and travels directly to an airport for the purpose of going on a trip or when
- 2) charges for transportation costs have been made to an American Express Corporate Card Account or Travel Account, whichever occurs last.

For trips made by public transport that is not by air, coverage commences at the start of the trip when the Insured boards the vehicle and ends on the return leg when he/she alights from the public transport. For trips lasting up to 30 consecutive days, coverage remains continuously in effect until the Insured returns to his/her residence or place of regular employment, whichever occurs first. For air travel, the journey from the airport must have been made directly to the Insured's residence or place of regular employment. For trips longer than 30 consecutive days, coverage ceases at 12:01am at the Insured's location on the 31st day of a business trip. Coverage commences again when the Insured begins the return trip by public transport. For everyday trips to and from



work, coverage applies only whilst the Insured is using public transport. Coverage ends when the Insured alights from the public transport at his/her destination.

### **Benefit Regulations:**

- 1.1 Delay
- 1.2 Luggage delay
- 1.3 Hijacking
- 1.4 Protection of excess
- 1.5 Personal liability insurance
- 1.6 Travel accident

# 1.1 Delay

The following are considered delay:

- 1) If a public transport delay occurs due to a technical fault, weather conditions, natural disaster, or actions of a governmental or aviation authority and the delay entails waiting over four hours for the next most suitable connection to the predetermined destination.
- 2) If the booked departure is cancelled or the Insured, as a result of overbooking, does not go by the reserved means of transport and no alternative transport can be offered within four hours.
- 3) If the flight by which the Insured arrives at the connecting flight's starting point is delayed and alternative transport cannot be arranged for within four hours of the first flight's actual time of arrival. Another requirement for compensation is that the connecting flight have been booked and duly confirmed.

In all of the above cases, the insurance covers necessary and reasonable additional costs for food and accommodation, up to EUR 170. In order for compensation to be paid, the costs must have been incurred at the location at which the delay or cancellation took place, or in its vicinity. The additional costs must be paid in full using an American Express Corporate Card, if possible.

# 1.2 Luggage Delay

If the Insured's checked luggage, once checked in, has been mislaid and it has thus not been possible to release it at the destination within six hours of the arrival of the means of transport, compensation of up to EUR 170 per insured person is paid for necessary and reasonable purchases of clothes and toiletry articles. If after 48 hours the Insured has still not received his/her luggage, further compensation to a maximum of EUR 500 is paid per insured person for necessary and reasonable purchases of clothes and toiletry articles. The purchases shall be made within four days of arrival at the destination and paid for in full using an American Express Corporate Card, if possible. Compensation is not paid for purchases made following the receipt of luggage. Compensation is not paid for luggage delayed on the journey back to the Insured's home country.

# 1.3 Hijacking

The insurance benefit applies if the Insured (as a private individual) is travelling on public transport the control of which is involuntarily passed to one or more hijackers and the hijacking lasts for over 24 hours. The insurance benefit covers costs for one close relative's travel to, and food and accommodation at, the place of the hijacking. A maximum of EUR 5,025 compensation is paid, distributed by day as follows: after the first 24 hours EUR 1,650 is paid, and for every additional day or part thereof a further EUR 675 is paid, for a maximum of five days. The payment is made to the Insured's close relative. Close relatives in this context are the Insured's spouse/cohabitant as defined above, mother, father, siblings, and children.

# 1.4 Protection of Excess

If the Insured's permanent abode and/or car is damaged by an unpredictable, sudden incident when the Insured is involved in travel covered by this insurance, compensation is paid for the Insured's excess in the valid home or car insurance. This is conditional on the abode or car (whichever is damaged) not having been used by anyone else for his/her purposes during the time of travel. The excess is paid in its entirety, but in no event shall the compensation exceed EUR 1,175. The compensation covers the excess only, and the compensation requires that the Insured have a valid home or car insurance policy covering the damage that exceeds the excess.

Limitations on the protection of excess:

The protection of excess does not apply to:

- Damage covered by the car's legal-protection or mechanical-damage insurance or to the mechanical damage insurance associated with the right to consequential loss compensation;
- Loss of no-claims bonus;
- Mechanical breakdown or cost of car hire;
- Deductions for wear and tear;
- Damage that has occurred during travel lasting over 30 days; or
- Anything mentioned under 'General Exclusions'.



# 1.5 Personal Liability Benefit

The personal liability benefit covers the Insured for any damages he/she becomes liable for during a trip in respect of:

- 1. Accidental bodily injury (which includes death, illness, and disease) to any person or
- 2. Accidental loss of or damage to material property. The Insurer will pay costs of up to EUR 175,000 in respect of each occurrence or series of occurrences, arising directly or indirectly from one accident, that are recoverable from the Insured by any claimant, if they are incurred with the Insurer's written consent. The Insurer will also pay for solicitor's fees associated with any coroner's inquest and court of jurisdiction. Limitations on the liability benefit:

#### The insurance does not cover:

- Any costs in relation to situations in which the Insured admits liability or negotiates, makes any promise, or agrees to any settlement;
- Claims made against the Insured by his/her family or business colleagues;
- Damage to property and possessions that the Insured has borrowed for the trip;
- Liability the Insured incurs under a contract that he/she has entered into;
- Claims caused directly or indirectly by ownership, possession, or use of motor vehicles, aircraft, watercraft, firearms, or animals:
- Claims caused directly or indirectly in connection with property or buildings the Insured owns or is using, except as temporary holiday accommodation;
- Claims arising directly or indirectly in connection with any business, profession, or trade activity;
- Any fines and punitive damages; or
- Anything mentioned under 'General Exclusions'.

Any compensation shall be paid via the solicitor handling the case.

#### 1.6 Travel Accident

Fixed lump-sum compensation will be paid for permanent handicap or accidental death caused by an accident during travel. 'Accident' refers to an incident that is sudden, unpredictable, and external; causes bodily damage; and occurs unwittingly. Freezing, heat stroke, sunstroke, and drowning are also considered accidents where this insurance is concerned. In order for the compensation to be paid, the Insured's death or permanent handicap resulting from the accident must have occurred within a year of the accident. Payment will be made to the Insured. In the event of death, payment will be made to the Insured's estate as stipulated in Finnish law. If the Insured wishes to nominate someone other than the Insured's legal heir to receive this benefit, the Insurer must be informed in writing, using a form available from the Insurer.

Compensation	Business Travel	Private Travel
Death	EUR 175 000	EUR 87 500
Loss of both upper or lower limb or total blindness	EUR 175 000	EUR 87 500
Loss of one upper and one lower limb	EUR 175 000	EUR 87 500
Loss of one upper or lower limb and total blindness in one eye	EUR 175 000	EUR 87 500
Total loss of speech and hearing	EUR 175 000	EUR 87 500
Loss of upper or lower limb	EUR 87 500	EUR 43 750
Total blindness in one eye	EUR 87 500	EUR 43 750
Total loss of speech or hearing	EUR 87 500	EUR 43 750
Loss of thumb and index finger on same hand	EUR 87 500	EUR 43 750



'Permanent handicap' in this context means total loss of speech or hearing, total blindness in one or both eyes, and loss or total uselessness of a limb. 'Loss of upper or lower limb' means loss or total uselessness of a limb from the wrist or ankle or higher. 'Loss of thumb or index finger' means loss or total uselessness of the finger from the joint closest to the palm of the hand or higher. Should an accident result in more than one physical injury as listed in the table above, only one (the highest) compensation amount shown in the table will be paid.

#### **SECTION 2**

# **Benefit Regulations:**

- 2.1 Emergency medical assistance abroad
- 2.2 Checked and hand luggage

### 2.1 Emergency Medical Assistance Abroad

The insurance covers the costs of any emergency medical assistance caused to the Insured abroad by a travel accident or illness, provided that the duration of travel does not exceed 30 consecutive days or a total of 180 days in the year during which the American Express Corporate Card is valid. When emergency medical assistance is required, the Insured must contact the Insurer as soon as possible at 020 155 0810 or from abroad (+358) 20 155 0810. Any costs exceeding EUR 500 are to be incurred only with the Insurer's prior consent. Failure to request this consent may compromise the Insured's right to receive compensation for costs of emergency medical assistance from the Insurer. The Insurer will pay the Insured's medical costs directly to the medical institution. For all other treatment costs, the Insured must provide the Insurer with itemisation of the treatment received and the amounts paid. An insured person who is a European Union citizen or has a residence permit for an EU member state is advised to obtain a European Health Insurance Card prior to travelling; this enables use of public health services in the destination country as in the home country.

#### Costs to be covered

The insurance will cover:

Treatment of an acute travel illness or accident suffered by the Insured that cannot wait until return to the home country on account of its urgency and that is deemed necessary by an authorised health-care professional and the Insurer's doctor. In order for the Insured's medical situation to be assessed, the Insured must allow the necessary patient record information to be released to the Insurer:

- 1) Medical treatment: Up to EUR 500,000 for necessary medical, surgical, and hospital costs incurred as a result of illness or injury whilst travelling abroad.
- 2) Transport to hospital: Necessary costs for transporting or transferring the Insured to the nearest adequately equipped hospital if free transport is not available.
- 3) Travel home after treatment: Necessary costs, including medical escort for the Insured's journey home, if the original ticket for return cannot be used. The original, unused ticket for the return leg must be delivered to the Insurer.
- 4) Dental treatment: Up to EUR 750 for emergency dental costs.
- 5) Friend or relative visiting the Insured in hospital: Second-class travel ticket and up to EUR 75 a night (maximum: 10 nights) toward food and accommodation costs for a friend or relative visiting the Insured in hospital or during recovery whilst abroad, if the Insured is travelling alone and if the Insurer's doctor deems the visit necessary. Payment of compensation ceases when the Insured returns to his/her home country.
- 6) Extension of the Insured's stay following medical treatment: Up to EUR 150 a night (maximum: five nights) toward food and accommodation costs for the Insured and one other person if the Insurer's doctor advises the Insured to extend his/her stay abroad after treatment.
- 7) Return home of the Insured's children: Reasonable travel expenses as approved by the Insurer and up to EUR 75 a night (maximum: three nights) toward food and accommodation costs for a friend or relative to collect and bring home the Insured's children if the Insured is unable to care for them.
- 8) Replacement colleague: Second-class travel ticket as approved by the Insurer for a colleague to replace the Insured following his/her return home after treatment or if he/she is unable to continue working as part of the business trip.
- 9) Transportation of mortal remains or burial costs: If the Insured dies whilst travelling abroad, the Insurer will pay for transportation of the remains home, or local cremation or burial costs up to EUR 2,500. The Insured's original, unused ticket for the return must be delivered to the Insurer.

### **Exclusions:**

The insurance does not cover:

- 1) Treatment for any physical or mental condition that existed prior to the Insured travelling or that must, on the basis of general medical experience, be considered to have started prior to the travel;
- 2) Treatment related to pregnancy within eight weeks of the estimated date of delivery;
- 3) Treatment for any mental condition, including fear of flying or another travel phobia;



- 4) Medical and dental treatment within the Insured's country of residence;
- 5) Dentures, crowns, and orthodontic work:
- 6) Costs caused by travelling against the advice of an authorised health-care professional;
- 7) Any costs incurred after the date the Insurer's doctor tells the Insured that he/she should return home;
- 8) Any costs related to the Insured refusing to follow the advice of his/her doctor;
- 9) Treatment for cosmetic reasons unless the Insurer's doctor agrees that such treatment is necessary as a result of a medical emergency;
- 10) Treatment for sexually transmitted diseases:
- 11) Costs directly or indirectly relating to HIV (human immunodeficiency virus) or any HIV-related illness;
- 12) Coffins or urns beyond those meeting international airline standards for transportation of mortal remains; 13) Treatment that the Insurer's doctor concludes can be reasonably delayed until the Insured's return to his/her country of residence;
- 14) Treatment received from a private institution if similar treatment can be provided free or at a reduced cost by a state benefit provider or an equivalent; or
- 15) Anything mentioned under 'General Exclusions'.

# 2.2 Checked and Hand Luggage

- 1) If, between the arrival of the Insured at the departure airport and leaving of the destination airport, the Insured's checked personal luggage in the custody and control of the airline and their agents or employees, or the Insured's hand luggage, is stolen, lost and not recovered, damaged, or destroyed, the Insurer will pay up to:
  - a) EUR 2,525 in total per trip; or
  - b) EUR 200 for any one item or any one pair or set of items;
  - c) EUR 500 in total for valuables, including jewellery; valuable metals or stones; furs; watches; binoculars; audio, photographic, and video equipment; and personal electronic calendars and games;
  - d) EUR 500 in total for computer equipment and mobile phones. Personal luggage or hand luggage in this context means necessities and personal items such as clothes and other personal property intended for the Insured's use during the trip.

A pair or set of items refers to similar or related items or items to be used together. The compensation is subject to an overall maximum of three claims in any one 365-day period.

# **Exclusions:**

The insurance does not cover:

- 1) Watches; jewellery; cameras; valuable metals or stones; furs; video, audio, and photographic equipment; personal electronic calendars; electronic games; computer equipment; and mobile phones in checked luggage;
- 2) Normal wear and tear;
- 3) Lost, stolen, or damaged personal belongings in situations where the Insured has failed to take sufficient care of them or has left them unsecured or outside his/her personal reach;
- 4) Lost or stolen items if the loss or theft has not been reported to the police or provider of the Insured's travel or accommodation within 48 hours and a written confirmation of the report obtained;
- 5) Damage to personal belongings whilst they are in the care of a transport provider that has not been reported within 48 hours and in connection with which written confirmation of the report has not been obtained;
- 6) Theft of items in a vehicle;
- 7) Any documents other than travel documents:
- 8) Damage to fragile or brittle items;
- 9) Items that have been borrowed or hired by the Insured from another person or that have been entrusted to the Insured;
- 10) Electronic or mechanical breakage of an item;
- 11) Destruction or confiscation of an item by authorities;
- 12) Animals, antiques, works of art with historical significance, boats, canoes and related accessories, securities, bonds, money, stamps, coupons, vouchers or receipts, business-related or other professional items, porcelain items, contact lenses, dentures, spectacles, hearing aids, keys, musical instruments, motorized vehicles or their spare parts, bicycles, photographs, or television sets;
- 13) Where pairs or sets of items are involved, those pieces of the pair or set that have not been lost, stolen, damaged, or destroyed; or
- 14) Anything mentioned under 'General Exclusions'.

# **Benefit Regulations:**

- 1) The Insurer will compensate the Insured for the loss of an item or for costs incurred in the acquisition of a corresponding item or repair of a damaged item.
- 2) The amount of compensation is based on the replacement value, from which depreciation in value due to age, use, and corresponding factors is deducted.



- 3) The Insured must enclose with the compensation claim submitted to the Insurer the original purchase receipt for the item or a form of written or printed verification of the price of the item.
- 4) The Insured must, at the Insurer's request and expense, have each damaged item delivered to the Insurer and entitle the Insurer to seek compensation for the damaged item from the party that caused the damage.
- 5) The Insured must take sufficient care in protecting his/her possessions. The Insured must not leave his/her luggage unattended or beyond his/her reach in a public place.
- 6) If the item is lost, stolen, or damaged due to criminal action, the Insured must report the damage in writing to the local police, transport provider, travel agent, or provider of accommodation within 48 hours of the occurrence of the damage.
- 7) For items damaged during transport, the transport provider must be informed in writing within 24 hours of the receipt of the luggage.
- 8) The Insurer is free from liability if the Insured fails to provide the above written verification of damage occurring during travel.

# **GENERAL EXCLUSIONS FOR SECTION 1 AND 2**

# Limitations on validity:

The insurance does not cover:

- For benefits provided by EAIB: Trips in or booked to the following countries and territories: Iran, Syria, North Korea, Crimea Region and the Zaporizhzhia, Kherson, Donetsk and Luhansk People's regions, Belarus and Russian Federation.
  - If You are a United States person and You were Travelling to Cuba and/or Venezuela, the insurance is not valid unless You have provided evidence that You Travelled to Cuba and/or Venezuela in compliance with United States laws.
- Professional sports;
- Paid manual labour;
- The following extreme sports and activities: American football, baseball, boxing, bungee jumping, canoeing, canyoning, caving, cave diving, clay pigeon shooting, deep-sea fishing, fell running, flying (other than as a farepaying passenger in a licensed passenger-carrying aircraft), karting, hang gliding, hockey, horse jumping, horseback riding, hot air ballooning, hunting and hunting on horseback, jet biking and jet skiing, martial arts, microlighting, motor racing and rally sport, mountain biking off tarmac, mountaineering, parachuting, paragliding, parascending, piloting an aircraft, polo, cave climbing, rock climbing, all forms of rugby, safaris (where the Insured or any other tourist will be carrying guns), scuba diving below 30 meters, solo caving, solo diving, steeplechasing, trekking, war games / paintball, white-water canoeing and rafting, yachting more than 20 nautical miles from the nearest coastline, and the following winter sport activities: bobsledding, heliskiing, ice hockey, the luge, para-skiing, skeleton, skidoo-riding, ski-jumping, ski-racing, and ski-stunting; and all speed, performance, and endurance tests;
- Claims relating directly or indirectly to war, hostilities or other war-like conditions, or terrorist activities (other than related to conditions occurring whilst the Insured is travelling aboard a public conveyance or participating in fighting (except in self defence); or
- Claims resulting directly or indirectly from biological, chemical, nuclear, or radioactivity-related incidents.

# Obligation of due diligence:

When an insurance incident occurs or is imminent, the Insured must prevent or limit the damage to the best of his/her abilities. The Insured must take all reasonable care of himself/herself and his/her personal belongings.

The insurance does not cover:

- Self-inflicted injuries except those incurred when trying to save human life;
- Injuries caused by the Insured's negligence or failure to follow the laws and regulations of the country where he/she is travelling;
- Suicide or attempted suicide;
- Injuries or accidents that occur while the Insured is under the influence of alcohol (above the local legal driving limit) or drugs other than those prescribed by a registered medical practitioner; or
- Intentional damage.

In addition, the insurance compensation may be decreased or refused:

- If the insurance incident has resulted from the Insured's use of alcohol or nonprescribed drugs or
- If the Insured has caused a personal insurance incident through gross negligence (liability may be decreased as is considered reasonable, taking into account the conditions).

### Compensation procedure:

The Insured must provide the Insurer with a written damage report without delay. The damage report must be made within a year of the date on which the Insured became aware of the availability of compensation and within 10 years of the occurrence of the insurance incident at the latest. If the damage report is not made in this time, the



Insured loses the right to receive compensation.

The written damage report and its enclosures are to be delivered to the following address:

Chubb European Group SE, branch in Finland

PL 687 / Museokatu 8

00100 Helsinki

Tel: (09) 6861 5151

Email: vahingot@chubb.com

**EUROP ASSISTANCE** 

Orense, 4, 28020 Madrid, Espanja

Website: amex.eclaims.europ-assistance.com

# The required forms may be ordered from the above addresses.

The Insured must provide the Insurer with all documents and information necessary for determining the Insurer's liability, including information about all other valid insurance the Insured has. The original purchase vouchers and, in particular, the following documentation must be enclosed with the report:

# 1.1 Delay

- Travel ticket
- Transport provider's verification of the delay and the connection thus lost
- 1.2 Luggage delay
  - Transport provider's verification of the delay and the time when the luggage was returned
- 1.3 Personal liability insurance
  - Any written verification
  - Other necessary information that may be used in determining the Insured's liability
- 2.1 Emergency medical assistance abroad
  - Original invoices and receipts
  - A medical report detailing medical treatment and amounts paid therefore
  - If the Insurer has paid for the Insured's travel or transportation home, the original, unused ticket for the return leg of the trip

# Interest:

The Insurer shall pay penalty interest for delayed compensation in accordance with the Interest Act as currently in force. The compensation is considered delayed if the Insurer has not made or has refused payment within a month of receiving the documents and other information necessary for determining its liability.

# Secondary insurance:

For permanent handicap and death (Section 1.6), compensation is paid up to the limit specified in these terms and conditions. Otherwise, compensation is paid for claims that cannot be asserted in connection with any other primary insurance policy that the Insured has or that are not compensated for by another party by law. If the damage report amount exceeds the sum covered by any other insurance or law, this insurance will cover the difference in accordance with this product description, but only to the maximum amount stipulated in the product description. The Insured is not entitled to compensation greater than that which in total corresponds to the damage.

# Law on insurance policies

This policy is subject to Finnish law.

# Appeal

Any party involved who is unhappy with any decision that the Insurer makes in any insurance matter can bring an action against the Insurer before Helsinki District Court or the district court for the place where the party is resident in Finland. Action must be brought within three years of the party being informed in writing of the Insurer's decision and of the time allowed. Advice is available free of charge from the Consumers' Insurance Office, and applicants can also refer to the Insurance Committee or Consumer Appeals Committee for advice.

# Terms of policy

Summary of the insurance terms and conditions, as of 31st March 2021. This product description for insurance terms and conditions supersedes earlier summaries of insurance terms and conditions linked to the American Express Corporate Card and American Express Travel Account.

# Validity of the insurance terms and conditions

These terms and conditions are valid until receipt of notification to the contrary from the Insurer or Policyholder.



Any changes shall enter into effect within a month of the sending of the change notification by the Insurer or Policyholder. The notification about changed insurance terms and conditions will be sent as a regular letter to the address last provided by the Cardholder. The letter is considered received seven days after sending, at the latest. This summary of the insurance terms and conditions replaces all earlier documents delivered to Cardholders or the American Express Travel Account contact person.

# **Processing of Personal Data**

Details of the Insured, Insured's insurance cover under this policy and Insured's claims will be held by Us, Europe Assistance S.A. Irish Branch and Chubb, each acting as Data Controller of the Insure personal data, for insurance benefits provided by them respectively under this policy.

Europ Assistance S.A. Irish Branch is data controller for the Group Travel Insurance number 74FI-0165-08 (Section 1). Chubb is data controller for the Group Travel Insurance number 69391 (Section 2).

The below section references Chubb's Data Protection:

We use personal information which you supply to us in order to write and administer this policy, including any claims arising from it. This information will include basic contact details such as your name, address, and policy number, but may also include more detailed information about you (for example, your age, health, details of assets, claims history) where this is relevant to the risk we are insuring, services we are providing or to a claim you are reporting. We are part of a global group, and your personal information may be shared with our group companies in other countries as required to provide coverage under your policy or to store your information. We also use a number of trusted service providers, who will also have access to your personal information subject to our instructions and control. You have a number of rights in relation to your personal information, including rights of access and, in certain circumstances, erasure. This section represents a condensed explanation of how we use your personal information. For more information, we strongly recommend you read our user-friendly Master Privacy Policy, available here: www.chubb.com/nordic-en/footer/privacy-policy.html

The below section references EAIB's Data Protection:

# Which legal entity will use Your personal data?

The data controller is your insurer: Europ Assistance S.A. is a French limited company governed by the French Insurance Code, with headquarter at 2 rue Pillet-Will, 75009 Paris, France. The company is registered in the Paris Commercial and Companies Registry under number 451 366 405. It is underwriting this policy through its Europ Assistance S.A. Irish branch, having its principal place of business at Ground Floor, Block B, Riverside IV, SJRQ, Dublin 2, Ireland, DO2 RR77, and registered with the Irish Companies Registration Office under number 907089.

If you have any questions about the processing of your personal data or if you want to exercise a right regarding to your personal data, please contact the data protection officer at the following contact details:

Europ Assistance S.A 2 rue Pillet-Will 75009 Paris, France EAGlobalDPO@europ-assistance.com

# How do We use Your personal data?

We collect and process Your personal data for different purposes.

To execute Your contract, We process Your personal data to:

- underwrite insurance and manage related risks.
- · perform eligibility checks,
- administer Your insurance Policy, and
- manage Your claims and complaints.

To fulfil Our legitimate interests to protect and develop Our business, We may also process Your personal data to:

- perform fraud prevention and management or/and prevent irregularities,
- conduct and manage customer satisfaction surveys and checks, and
- continuously improve the efficiency and the rapidity of Our claim management system (e.g. perform analytics, improve the user experience; debug and conduct research; provide customer service and training).

We perform a balance of interests to ensure that We carry on such processing activities in compliance with the General Data Protection Regulation.



Finally, We may have to process Your personal data to comply with legal obligations in relation to:

- fight against Money laundering,
- fight against the financing of terrorism,
- international economic and financial sanctions.

#### Which personal data do We use?

We process only personal data that is strictly needed for the above purposes. In particular, We will process: name, contact details, and identification documents (for example, passport), bank details, any document You provide to Us to handle Your claim.

#### Sensitive personal data

When We process sensitive personal data, such as health data, which requires higher levels of protection, We are required to have further legal grounds for collecting, storing and using this type of personal data. We justify Our use of sensitive personal data using one or more of the following additional lawful bases:

Consent: You have consented for Us to use collect and process Your sensitive personal data.

Protection of vital interests of You or another person, where You are unable to consent: processing is necessary to protect the vital interests of You or of another natural person where You are physically or legally incapable of giving consent.

Legal claims: where Your information is necessary for Us to establish, defend, prosecute or make a claim against You, Us or a Third Party.

In the substantial public interest: where the processing activity is necessary for reasons of substantial public interest, on the basis of EU/UK or other local law (as applicable).

#### Who do We share Your personal data with?

We may share Your personal data with other Europ Assistance and Generali Group subsidiaries and external organizations such as Our auditors, reinsurers, co-Insurers, claims handlers, agents, and distributors that from time to time need to provide the services covered by Your Policy and other bodies that carry out technical, organizational and operational activity supporting the insurance. In some of these instances, the organisation in question may considered to be a data controller (not acting on Our instructions) and will be primarily responsible for deciding how Your personal data is held and used once shared by Us, providing the appropriate information notices and obtaining consent (where applicable).

We will also share certain relevant information about Your complaint (e.g. complaint status, type, reason) with AMERICAN EXPRESS to the extent that such information is needed to adequately perform the contract AMERICAN EXPRESS has with You.

# Why is Your personal data required?

We collect and process Your personal data mainly to fulfil Our contractual obligations with You, but also for wider reasons such as to comply with Our legal obligations and/or for Our legitimate business interests set out above. If You choose to not provide Us with Your personal data, We may not be able to go ahead with the contract and provide the relevant services.

# Where do We transfer Your personal data?

We may transfer your personal data to countries, territories or organizations that are outside the European Economic Area (EEA) and are not recognised as ensuring an adequate level of protection by the European Commission. If this happens, the transfer of your personal data to non-EEA organisations will take place in compliance with appropriate and suitable safeguards in line with applicable law. You have the right to obtain information and, where relevant, a copy of the safeguards we adopt for such transfer by contacting the data protection officer.

# What are Your rights regarding Your personal data?

You can exercise the following rights regarding Your personal data:

Access - You may request access to Your personal data.

**Rectify** – You may ask Us to correct personal data that is inaccurate or incomplete.

**Erase** – You may ask Us to erase personal data if one of the following grounds applies:

- a. The personal data are no longer necessary for the purposes for which We collected or otherwise processed them.
- b. You withdraw consent for the purpose of the processing and there is no other legal reason for the processing.
- c. You object to automated decision-making and there are no overriding legitimate grounds for Our processing, or You object to Our processing for direct marketing.



- d. We have processed Your personal data unlawfully.
- e. We should erase Your personal data to comply with Our legal obligations under European Union or Member State law to which We are subject.

**Restrict** – You may ask Us to restrict how We process Your personal data where one of the following applies:

- a. You contest the accuracy of Your personal data, for a period until We can verify their accuracy.
- b. The processing is unlawful and You oppose the erasure of the personal data and request restriction of their use instead.
- c. We no longer need the personal data for processing, but You want the personal data to establish, exercise or defend legal claims
- d. You object to processing under the right to object to automated decision-making, and You ask Us to restrict Our use until We have verified whether We have legitimate grounds to override Your right to object.

**Portability** – You may ask Us to transfer Your personal data to another organisation or ask to receive Your personal data in a structured, commonly used and machine-readable format.

**Object** - when We process Your personal data to fulfil Our legitimate interest, including for direct marketing purposes, You have the right to object to such processing of Your personal data and request Us to stop these processing activities.

**Withdraw consent** – You may withdraw Your consent, at any time, for the processing of Your personal data for which You have provided consent before. If You withdraw Your consent, We might no longer be able to proceed with Your claim.

You can exercise Your rights by contacting Our data protection officer at:

EAGlobalDPO@europ-assistance.com

You may exercise Your rights free of charge unless Your requests are plainly unfounded or excessive.

# Which are Your rights if We use automated decisions-making processes?

To handle Your claim and get back to You more rapidly, We are using a claim management system that scans and analyses the content of Your claim and the supporting documents. The assessment of Your claim is therefore fully automated and there is no human intervention in the decision-making process. Based on the reading and interpretation of the supporting documents You provided, the claim management system will assess whether Your claim meets the terms and conditions of Your Policy and whether to accept or reject Your claim, in full or in part.

We regularly audit Our claim management system to ensure it remains fair, effective and accurate.

In all cases, You have the right to obtain an explanation of the decision regarding Your claim, challenge it and request that one of Our operators reviews the decision manually. To do so, you can contact us via: amex.eclaims.europ-assistance.com as you can always do for manual claims handling.

We will also use Your personal data to continuously improve the efficiency and the rapidity of Our claim management system. You have the right to ask Us not to use Your personal data for this specific purpose.

# How can You make a complaint?

If You are not satisfied of the answers We provided to You, You have the right to complain to the supervisory authority whose contact information is below:

# French authority:

Commission Nationale de l'Informatique et des Libertés (CNIL) 3 Place de Fontenoy TSA 80715 75334 PARIS CEDEX 07 France www.cnil.fr

# Finnish authority:

Tietosuojavaltuutetun toimisto

Käyntiosoite: Lintulahdenkuja 4, 00530 Helsinki

Postiosoite: PL 800, 00531 Helsinki Sähköposti: tietosuoja@om.fi



#### How long do We retain Your personal data?

We will retain Your personal data for as long as is necessary for the purposes set out above, or for as long as the law requires.

#### International sanctions for Chubb:

Neither of the Insurers shall be deemed to provide cover and be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose any of the Insurers to any sanction, prohibition or restriction implemented pursuant to resolutions of the United Nations or the trade and economic sanctions, laws or regulations of the European Union, United Kingdom, Norwegian law or United States of America.

#### International sanctions for EAIB:

EAIB do not provide cover, pay a claim or provide any benefit or service described in the Policy if this would expose EAIB to:

- any sanction, prohibition or restriction under United Nations resolutions, or
- the trade or economic sanctions, laws or regulations of the European Union, United States of America, France and the United Kingdom.

For further details, please visit: https://www.europ-assistance.com/who-we-are-international-regulatory-information/

# Insurers Section 1

Chubb European Group SE, branch in Finland PL 687 / Museokatu 8 00100 Helsinki Tel: (09) 6861 5151

Email: vahingot@chubb.com

Chubb European Group SE, branch in Finland, is registered with the Registry of the National Board of Patents and Registration of Finland with the corporate registration number 1855034-2, and the visiting address Museokatu 8, 00100 Helsinki. Chubb European Group SE is an undertaking governed by the provisions of the French insurance code with registration number 450 327 374 RCS Nanterre and the following registered office: La Tour Carpe Diem, 31 Place des Corolles, Esplanade Nord, 92400 Courbevoie, France. Chubb European Group SE has fully paid share capital of €896,176,662 and is supervised by the Autorité de contrôle prudentiel et de résolution (ACPR) 4, Place de Budapest, CS 92459, 75436 PARIS CEDEX 09. The branch's operations are also subject to supervision by the Finnish FSA (Finanssivalvonta/Finansinspektionen).

### Section 2

Europ Assistance S.A. Irish branch (EAIB) Ground Floor, Block B, Riverside IV, SJRQ, Dublin 2, Ireland, DO2 RR77 Tel: +358 9 6132 0400

Europ Assistance S.A. is a French limited company governed by the French Insurance Code and headquartered at 2 rue Pillet-Will, 75009 Paris, France. It has a share capital of EUR 58 356 222 and is registered at the register of trade and companies of Paris under the number 451 366 405. It is underwriting this policy through its Europ Assistance S.A. Irish branch (EAIB or Europ Assistance), having its principal place of business at Ground Floor, Block B, Riverside IV, SJRQ, Dublin 2, Ireland, DO2 RR77, and registered with the Irish Companies Registration Office under number 907089.

Europ Assistance S.A. is authorised by the French supervisory authority ACPR - Autorité de Contrôle Prudentiel et de Résolution in France and its Irish branch is regulated by the Central Bank of Ireland for conduct of business rules.

# January 2025

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